

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PLATINA BULK CARRIERS PTE LTD,

Plaintiff,

- against -

PRAXIS ENERGY AGENTS DMCC,
PRAXIS ENERGY AGENTS LLC, and
PRAXIS ENERGY AGENTS PTE LTD.

Defendants.

20 Civ 4892

VERIFIED COMPLAINT

Plaintiff, Platina Bulk Carriers Pte Ltd., by its attorneys, Tisdale Law Offices, LLC, alleges, upon on information and belief:

THE PARTIES

1. Plaintiff Platina Bulk Carriers Pte Ltd. ("Platina"), is a company organized and existing under the laws of Singapore with an office at 20 Kramat Lane, #02-05, United House, 228773, Singapore.

2. At all material times, Platina was the time charterer/disponent owner of two vessels, the OCEANBEAUTY, a bulk carrier, IMO Number 9641338 and the OCEANMASTER, a bulk carrier, IMO Number 9641340.

3. Defendant, Praxis Energy Agents DMCC ("Praxis Dubai"), is a company said to have been organized and existing under the laws of the United Arab Emirates, purportedly with a principal place of business at Unit No: 16-03, Swiss Tower, Plot No: JLT-PH2-Y3A, Jumeirah Lakes Towers, P.O Box 215503, Dubai, UAE. Upon information and belief, Praxis Dubai has closed its Dubai office and ceased doing business.

4. Defendant, Praxis Energy Agents Pte Ltd. ("Praxis Singapore"), is a company organized under the laws of Singapore, and with its principal place of business at 300 Beach Road, Suite 10-01, The Concourse, Singapore, 199555.

5. Defendant Praxis Energy Agents LLC, ("Praxis US") is a company organized under the laws of the United States with its principal place of business at 2603 Augusta Drive, Suite 1260 Houston, Texas 77057.

6. Defendants, Praxis Dubai, Praxis Singapore, and Praxis US are collectively referred to herein as "Defendants."

VENUE AND JURISDICTION

7. This matter arises out of the breach of maritime contract. This Court has subject matter jurisdiction under admiralty and maritime jurisdiction existing under 28 U.S.C. §1333. This matter also falls within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

8. Additionally, the underlying contract that gives rise to this dispute specifically calls for venue in this Court.

FACTS

OCEANMASTER

9. On or about October 18, 2019, Platina as the time charterer/disponent owner of OCEANMASTER ordered bunker fuel from Praxis Dubai.

10. On October 19, 2019, pursuant to that order, bunker fuel was delivered to the OCEANMASTER by Al Arabia Bunkering Company LLC ("Al Arabia") as physical suppliers. Praxis Dubai invoiced Platina \$271,427.60 for the bunker fuel.

11. On October 21, 2019, Platina paid \$271,429.60 to Praxis Dubai in satisfaction of its invoice for the bunker fuel delivered to the OCEANMASTER.

12. However, Praxis Dubai never paid Al Arabia its invoice of AED 980596.41 for the bunker fuel.

13. As a consequence of the non-payment, Al Arabia obtained an arrest order against the OCEANMASTER in Fujairah, U.A.E. and arrested the vessel on November 27, 2019.

14. As the time charterer/disponent owner of the OCEANMASTER, Platina warranted to the vessel Owner that it would keep the vessel free and clear of all liens, etc. Accordingly, Platina was obligated to resolve Al Arabia's claim despite having already paid Praxis Dubai for the same bunker fuel.

15. On December 2, 2019, Platina settled the claim with Al Arabia Bunkering Company LLC for a total of \$148,472 and received from Al Arabia an assignment of its rights against Praxis Dubai up to the amount of the settlement.

16. While the settlement was being negotiated, the vessel remained under arrest until December 4, 2019 at 1200 hrs. LT when she was released. The damages suffered by Platina due to the time lost at Fujairah as a result of the arrest by Al Arabia totals \$147,335.90, plus attorneys' fees of \$20,000.

17. Thus, the total damages suffered by Platina due to Praxis Dubai's failure to pay Al Arabia is \$315,807.90, plus interest from December 4, 2019.

OCEANBEAUTY

18. On or about October 14, 2019, Plaintiff as the time charterer/disponent owner of the OCEANBEAUTY ordered bunker fuel from Praxis Dubai.

19. On October 24, 2019, pursuant to that order, fuel was delivered to the OCEANBEAUTY by Al Arabia as physical suppliers. On October 24, 2019, Praxis Dubai invoiced Platina \$272,822.50 for the bunker fuel which was delivered.

20. On November 1, 2019, Platina paid Praxis Dubai \$272,822.50 for the bunker fuel delivered to the OCEANBEAUTY.

21. However, Praxis Dubai never paid Al Arabia, the physical suppliers of the bunker fuel. Threats of arrest of the OCEANBEAUTY have been made by Al Arabia but to date, the vessel has not been arrested.

22. As the time charterer/disponent owner of the OCEANBEAUTY, Platina warranted to the Owner that they would maintain the vessel free of liens. The Owner of the OCEANBEAUTY has repeatedly insisted that Platina resolve Al Arabia's claim. If the vessel is arrested by Al Arabia, Platina will be responsible to indemnify the Owner of the OCEANBEAUTY for any losses it sustains as a result of the arrest, even though Platina already redelivered the vessel to its Owner at the conclusion of the time charter.

23. Platina is entitled to indemnity from Praxis Dubai for any sums it pays or liabilities it incurs as a result of Praxis Dubai's failure to satisfy Al Arabia's invoice.

ALTER EGO RELATIONSHIP AMONG DEFENDANTS

24. All three Defendants carry out business operations as if they are operating as one entity, and are alter egos of one another.

25. The three Defendants have overlapping officers and directors. Theodosios Kyriazis was the manager of Praxis Dubai. He is also a director and sole shareholder of Praxis Singapore. Mr. Kyriazis identifies himself as the Legal Advisor *legal.control@praxisenergyagents.com* for Praxis Singapore and Praxis US. Kyriazis is also identified as the director and registered agent for Praxis US.

26. The Defendants' correspondence is intended to confuse its customers. All of the forms used by all three Defendants are identical. Each identifies the company as only "Praxis Energy Agents," just at different addresses.

27. All three Defendants use a common web address, *http://www.praxisenergyagents.com*.

28. All three Defendants utilize the same General Terms and Conditions for the Sale of Marine Bunker Fuels and Lubricants.

29. Upon information and belief, the Defendants comingle their assets. Praxis Dubai has shifted assets to Praxis Singapore at the same time that Praxis Dubai was failing to pay Al Arabia for the bunkers supplied to the Plaintiff's vessels and the OCEANMASTER was arrested by Al Arabia.

30. Kyriazis dominates and controls the Praxis Defendants and disregards their corporate form to the extent that each is actually carrying on business and operations as one joint entity. Defendants are alter egos, each liable for the debts of the other.

31. Insofar as Defendants' terms and conditions may apply to this dispute, they allow for the awarding of legal fees to the successful party. Plaintiff prays that it be awarded legal fees incurred in the pursuit of this judgment.

WHEREFORE, Plaintiff, Platina Bulk Carriers Pte Ltd., respectfully prays that: (1) Process in due form of law issue against Defendants, Praxis Energy Agents DMCC, Praxis Energy Agents Pte Ltd. and Praxis Energy Agents LLC citing them to appear and answer this Verified Complaint; (2) Judgment in favor of Plaintiff against Praxis Energy Agents DMCC for all sums shown to be due and owing at trial, including indemnity for the OCEANMASTER dispute, together with interest and costs and attorney's fees; (3) Judgment in favor of Plaintiff against Praxis

Energy Agents Pte Ltd. and Praxis Energy Agents LLC declaring them to be the alter egos of Praxis Energy Agents DMCC and liable for the sums owed to Plaintiff; and (4) that Plaintiff be awarded such other relief as it may be entitled to receive.

Dated: July 2, 2020
New York, NY

Respectfully submitted,
Attorneys for Plaintiff,

By: /s/ Thomas L. Tisdale
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ATTORNEY'S VERIFICATION

Thomas L. Tisdale, an attorney duly authorized to practice before this Honorable Court,
under the penalty of perjury of the laws of the United States, declares as follows:

1. My name is Thomas L. Tisdale.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney at Tisdale Law Offices, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.
8. The foregoing is true and correct under penalty of perjury of the laws of the United States of America.

Dated: July 2, 2020
Southport, CT


Thomas L. Tisdale